

AG Contract No. KR01-0593TRN  
ADOT ECS File No. JPA 01-44  
Project: RAM 600-1-564  
TRACS No. H3230 02C  
Section (9A) SR-101L Pima Freeway  
Scottsdale Road – Pima Road  
(City of Scottsdale Enhancements)  
*#2001-092-C05*

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into 6 August, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of SR-101L (Pima Freeway) project between Scottsdale Road and Pima Road contemplated by the State, the City has requested the State construct a number of utility, architectural and safety or aesthetic improvements and a new frontage road addition within the Pima Freeway corridor, on behalf of the City, hereinafter referred to as "Project". The items listed on, but not limited to, Exhibit A, attached hereto and made a part hereof, are the estimated costs of \$806,962.00, at City's expense. Additional related items may be added to the Project list with the mutual agreement of the City and the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24822  
Filed with the Secretary of State  
Date Filed: 08/06/01  
Ketroy Bayless  
Secretary of State  
BY Nicky D. Greenwald

## **II. SCOPE OF WORK**

### **1. The State:**

a. Upon execution of this agreement, will invoice the City \$806,962.00 for the estimated costs of the Project (including a fixed rate of 14% for construction engineering and administration), as shown on Exhibit "A".

b. Provide to State standard design plans, specifications and other such documents and services required for the bidding and construction of the Project. Coordinate with the City's artist and incorporate City design review comments as appropriate.

c. May utilize borrow material, at no cost, located at the City's designated location of the northeast intersection of Hayden Road and Bell Road. The excavation from this borrow source shall be in conformance with a plan provided by the City.

d. Will agree to be authorized agent for the City. On behalf of the City and with written concurrence, call for bids, award one or more contracts to accomplish the Project(s), administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

e. Upon completion of the design and construction of the Project, will provide the City a recapitulation of the Project costs along with an invoice or reimbursement for the difference between the amount paid by the City and the actual costs for the Project, to include but not limited to design, construction, and a fixed rate of 14% for construction engineering and administration costs.)

f. Upon completion, approve and accept the Project on behalf of the parties hereto as complete, and provide maintenance inside the State control of access, excluding all aesthetic enhancement features constructed at City's request as part of the Project.

### **2. The City:**

a. Upon execution of this agreement and receipt of an invoice, will remit to the State, \$806,962.00 for the estimated costs of the Project (including 14% construction engineering, contingencies and administration), as shown on Exhibit "A".

b. Will review the design documents and provide comments as necessary. Provide the State or its consultant(s) appropriate artistic input. Coordinate through the Resident Engineer for input in inspection and concurrence for all work related to the City's requested Project.

c. Will permit the State to utilize borrow material, at no cost, located at the City's designated location of the north-east intersection of Hayden Road and Bell Road. The excavation from this borrow source shall be in conformance with a plan provided by the City. There shall be not cost to the City and all excavation shall be at the direction of the City.

d. Will and does hereby designate the State as authorized agent for the City. Be responsible for the actual costs for design, construction, including a fixed rate of 14% for construction engineering and administration costs for the Project, currently estimated at \$806,962.00. Additionally, be responsible for post design services.

e. Be responsible for any design consultant and/or contractor claims for extra compensation attributable to the City. The City agrees to be responsible for any liability which may be a result of the Project, with the exception of any negligence or willful conduct on the part of the State. Should the City

withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations thereunder.

f. Upon completion and acceptance of the Project, reimburse the State if the cost of the Project exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost of the Project, including a fixed rate of 14% for construction engineering and administration costs for the Project.

g. Upon completion and acceptance of the Project by the State on behalf of the parties hereto, provide maintenance of the Project, including but not limited to maintenance and painting of elements listed in Item No. 1 and maintenance of Item No.2, as listed on Exhibit A.

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, the City's obligations to maintain the Project shall be perpetual as to any aesthetic enhancements to structural elements of the Pima Freeway and as respects, all other elements of the Project(s) shall endure until the element is removed or abandoned in place.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17<sup>th</sup> Avenue, MD 616E  
Phoenix, Arizona 85007


City of Scottsdale  
City Manager  
3939 Civic Center Boulevard  
Scottsdale, Arizona 85251

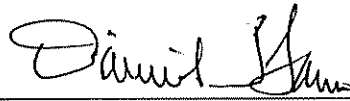
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF SCOTTSDALE**

**STATE OF ARIZONA**  
Department of Transportation

By   
MARY MANROSS  
Mayor

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

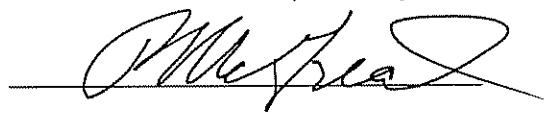
**ATTEST**

By   
SONIA ROBERTSON  
City Clerk

APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3<sup>rd</sup> day of July, 2001.

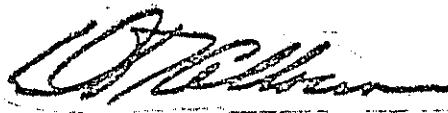


City Attorney

RESOLUTION

BE IT RESOLVED on this 25<sup>th</sup> day of March 2001, that I, the undersigned MARY E. PETERS, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF SCOTTSDALE, for the purpose of defining the responsibilities for the design, construction, construction engineering and administration of City requested utility; architectural and safety or aesthetic improvements; and a new frontage road addition within the Pima Freeway corridor..

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

**EXHIBIT A  
SUMMARY  
IGA ESTIMATE BACKUP**

**PIMA FREEWAY – SCOTTSDALE TO PIMA ROAD  
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF SCOTTSDALE**

ITEM	CONSTRUCTION COSTS	DESIGN FEES	DESCRIPTION
1. ARCHITECTURAL ENHANCEMENTS	\$65,000		The aesthetic treatment of walls, piers and other features, as requested by the COS and prepared by Premier Engineering for the City.
2. MISCELLANEOUS SEWER AND WATER WORK	\$361,630		This item accounts for the installation of new facilities requested by COS and prepared by Project Engineering Consultants for the COS.
2A. MOBILIZATION SHARE	\$35,000		Mobilization Share is based on a prorated amount (8.00%) from Total Construction amount.
2B. CONTRACTOR QUALITY CONTROL	\$3,000		Construction Surveying & Layout is based on a prorated amount (0.75%) from Total Construction amount.
2C. CONSTRUCTION SURVEYING & LAYOUT	\$5,000		Construction Surveying & Layout is based on a prorated amount (1.25%) from Total Construction amount.
3. FRONTAGE ROAD (THUNDERBIRD TO RAIN TREE)	\$199,685	\$22,647	Construct southbound frontage road from Raintree Drive to Thunderbird Road. As Addendum No. 1 added to project at COS request.
3A. MOBILIZATION SHARE	\$16,000		Mobilization Share is based on a prorated amount (8.00%) from Total Construction amount.
3B. CONTRACTOR QUALITY CONTROL	\$1,000		Construction Surveying & Layout is based on a prorated amount (0.75%) from Total Construction amount.
3C. CONSTRUCTION SURVEYING & LAYOUT	\$2,000		Construction Surveying & Layout is based on a prorated amount (1.25%) from Total Construction amount.
4. 14% CONSTRUCTION ENGINEERING	\$96,000		
<b>TOTAL</b>	<b>\$784,315</b>	<b>\$22,647</b>	<b>= \$ 806,962</b>

Item No. 1 – Architectural Enhancements						
Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	9240050	MISCELLANEOUS WORK (ARCHITECTURAL DETAILS – HAYDEN ROAD UNDERPASS)	L. SUM	1	\$65,000.00	\$65,000.00
SUBTOTAL (Total of Itemized Costs)						\$65,000.00



**Item No. 2 – Miscellaneous Sewer and Water Work**

Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	8080187	AIR/VACUUM RELEASE VALVE (MAG DET 390, TYPE A)	EACH	2	\$500.00	\$1,000.00
2	8080266	VALVE (16")	EACH	2	\$3,000.00	\$6,000.00
3	8080698	12" SEWER PLUG	EACH	4	\$150.00	\$600.00
4	8080821	VALVE BOX (WITH FRAME & COVER, TYPE C)	EACH	2	\$300.00	\$600.00
8	8081713	PIPE, DUTILE IRON (16") (STD PRESSURE CLASS 250)	L. FT.	874	\$80.00	\$69,920.00
9	8090186	SEWER PIPE (12")	L. FT.	1,107	\$70.00	\$77,490.00
5	8090702	CASING (SLEEVE, 30")	L. FT.	754	\$100.00	\$75,400.00
6	8090703	CASING (SLEEVE, 42")	L. FT.	404	\$120.00	\$48,480.00
7	8090704	CASING (SLEEVE, 60")	L. FT.	404	\$160.00	\$64,640.00
10	8091111	MANHOLE, SANITARY SEWER, 4' DIA.	EACH	5	\$3,500.00	\$17,500.00
<b>SUBTOTAL (Total of Itemized Costs)</b>						<b>\$361,630.00</b>

**Item No. 3 – Frontage Road (Raintree to Thunderbird)**

Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	2030301	ROADWAY EXCAVATION	CU.YD.	8,740	\$1.90	\$16,606.00
2	3030022	AGGREGATE BASE, CLASS 2	CU.YD.	696	\$16.00	\$11,136.00
3	4010010	PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ.YD.	273	\$19.00	\$5,187.00
4	4040282	ASPHALT BINDER (PG 76-16)	TON	103	\$195.00	\$20,085.00
5	4060004	ASPHALTIC CONCRETE (1/2" MIX)	TON	642	\$22.00	\$14,124.00
6	4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	1,444	\$20.00	\$28,880.00
7	4060027	MINERAL ADMIXTURE (FOR 1/2" & 3/4" MIX)	TON	54	\$90.00	\$4,860.00
8	5010405	PIPE, CORRUGATED STEEL, 12" (SLEEVE)	L.FT.	144	\$16.00	\$2,304.00
9	5012518	STORM DRAIN PIPE, 18"	L.FT.	341	\$40.00	\$13,640.00
10	5012524	STORM DRAIN PIPE, 24"	L.FT.	322	\$35.00	\$11,270.00
11	5030001	CONCRETE CATCH BASIN (C-15.10) SINGLE, H=8' OR LESS	EACH	4	\$1,700.00	\$6,800.00
12	5050031	MANHOLE (C-18.10)(NO. 3)(FOR PIPES 6" TO 36")	EACH	1	\$2,500.00	\$2,500.00
13	6070040	SLIP BASE SIGN POST (P-2)	EACH	5	\$250.00	\$1,250.00
14	6070041	SIGN POST (P-1)(PERFORATED)(SINGLE)	L.FT.	292	\$10.00	\$2,920.00
15	6070042	SIGN POST (P-2)(PERFORATED)(TELESCOPING)	L.FT.	39	\$14.00	\$546.00
16	6070046	FOUNDATION FOR SIGN POST (P-1)(PERFORATED)	EACH	23	\$150.00	\$3,450.00
17	6070047	FOUNDATION FOR SIGN POST (P-2)(PERFORATED)	EACH	3	\$130.00	\$390.00
18	6080003	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP III/IV SHEET	SQ.FT.	167	\$21.00	\$3,507.00
19	6080032	FLAT SHEET ALUM PANEL W/DEMOUNT CHAR. AND TYPE II SHEET	SQ.FT.	58	\$20.00	\$1,160.00
20	6080201	MODIFY SIGN LEGEND	L.SUM	1	\$3,000.00	\$3,000.00
21	7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	650	\$0.50	\$325.00
22	7016030	BARRICADE (TYPE II, VERT. PANEL, TUBULAR MARKER)	EACH-DAY	250	\$1.50	\$375.00
23	7016032	PORTABLE SIGN STANDS (RIGID)	EACH-DAY	20	\$1.00	\$20.00
24	7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	30	\$2.00	\$60.00
25	7016035	WARNING LIGHTS (TYPE A)	EACH-DAY	30	\$1.00	\$30.00
26	7016036	WARNING LIGHTS (TYPE B)	EACH-DAY	30	\$1.50	\$45.00
27	7016037	WARNING LIGHTS (TYPE C)	EACH-DAY	250	\$1.25	\$312.50
28	7016047	TEMPORARY SIGN (TYPE II)(LESS THAN 10 S.F.)	EACH-DAY	20	\$1.00	\$20.00
29	7016048	TEMPORARY SIGN (TYPE II)(GREATER THAN 10 S.F.)	EACH-DAY	60	\$1.25	\$75.00
30	7016050	TRUCK MOUNTED ATTENUATOR	EACH-DAY	5	\$120.00	\$600.00
31	7016061	FLASHING ARROW PANEL	EACH-DAY	20	\$120.00	\$2,400.00
32	7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	2,722	\$0.18	\$489.96
33	7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	131	\$0.18	\$23.58
34	7040072	PAVEMENT MARKING (TRANSVERSE)(THERMOPLASTIC)(ALKYD)(0.090")	L.FT.	1,050	\$1.22	\$1,281.00
35	7042031	PRIMER-SEALER FOR PCCP THERMOPLASTIC STRIPING	L.FT.	558	\$0.12	\$66.96
36	7042051	REMOVAL OF CURING COMPOUND FROM PCCP STRIPING	L.FT.	558	\$0.12	\$66.96

**Item No. 3 – Frontage Road (Raintree to Thunderbird) (Continued)**

Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Price	Total Cost
37	7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	12	\$120.00	\$1,440.00
38	7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	5	\$125.00	\$625.00
39	7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	70	\$5.00	\$350.00
40	9080086	CONCRETE CURB AND GUTTER (C-05.10)(TYPE D)(H=6")	L.FT.	3,720	\$9.00	\$33,480.00
41	9080133	CONCRETE VALLEY GUTTER AND APRON	L.FT.	818	\$4.65	\$3,803.70
42	9240112	MISCELLANEOUS WORK (PROFILE THERMOPLASTIC)(WHITE)	L.FT.	300	\$0.60	\$180.00
<b>SUBTOTAL (Total of Itemized Costs)</b>						<b>\$199,684.66</b>

RESOLUTION NO. 5864

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO INTERGOVERNMENTAL AGREEMENT NO. 2001-092-COS (ADOT JPA 01-44) BETWEEN THE CITY OF SCOTTSDALE AND THE STATE OF ARIZONA, (ADOT), FOR THE PURPOSE OF CONSTRUCTING THE SEGMENT OF THE PIMA FREEWAY BETWEEN SCOTTSDALE ROAD AND THE PIMA/PRINCESS TRAFFIC INTERCHANGE AND THE CONSTRUCTION OF A SOUTHBOUND FRONTAGE ROAD.

WHEREAS The State is empowered by Arizona Revised Statutes Section 28-401 to enter into intergovernmental agreements for the joint improvement or maintenance of State routes; and

WHEREAS The City is empowered by Arizona Revised Statutes Section 48-572 to enter into intergovernmental agreements for the joint construction, operation, and maintenance of improvements; and

WHEREAS The Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS The City and the State of Arizona desire to cooperate and jointly complete the construction of the Pima Freeway with architectural enhancements and water and sewer facilities between Scottsdale road and the Pima/Princess traffic interchange and to construct a southbound frontage road between Raintree Drive Traffic Interchange and the Thunderbird Road bridge.

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Arizona as follows:

Section 1. The Mayor is authorized to execute, on behalf of the City, IGA No. 2001-092-COS (ADOT JPA 01-44), which will allow the City to participate in ADOT's construction of the Pima Freeway between Scottsdale Road and Pima/Princess Traffic Interchange by contributing to the cost of architectural enhancements to the bridge structure at Hayden Road, locating various sewer and water facilities throughout the Freeway corridor so that these are in place for future City facilities and constructing a south-bound frontage road between the Raintree Drive Traffic Interchange and the Thunderbird Road bridge.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of July, 2001.

CITY OF SCOTTSDALE



Mary Manross  
Mayor

ATTEST:



Sonia Robertson  
City Clerk

APPROVED AS TO FORM:



David A. Pennartz, City Attorney

**ATTACHMENT 2**



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025  
FACSIMILE : (602) 542-4085

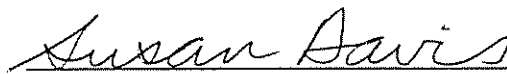
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A G. Contract No. KR01-0593TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 25, 2001.

JANET NAPOLITANO  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

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